



*Cabiria, LLC*, 96 F. Supp. 3d 170, 181 (S.D.N.Y. 2015); or

- a clause that bars a plaintiff from making negative statements about a defendant unless it includes a carve-out for truthful statements about a plaintiff's experience in litigating his case, or unless the parties can show that there are reasons, specific to this case, justifying a non-disparagement clause without such a carve-out. *See, e.g., Zapata v. Bedoya*, No. 14-CV-4114, 2016 WL 4991594, at \*2 (E.D.N.Y. Sept. 13, 2016).

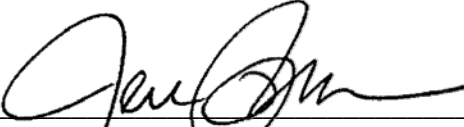
In the event that the settlement agreement does contain any of these provisions, the parties' joint letter should also indicate whether the parties (1) would adhere to the settlement in the event the Court is prepared to approve all but the provision(s) (in which case, the Court would, absent good cause, docket both the parties' joint letter and the settlement agreement itself — notwithstanding any confidentiality provision) or (2) would abandon the settlement and continue to litigate this action in the event the Court does not approve the provision(s).

All pending deadlines in this case, are adjourned *sine die* pending the submission of a settlement stipulation for the Court's review and approval.

No later than **July 20, 2020**, Defense counsel shall serve a copy of this Order to Mr. Cunningham, by both email and regular mail, and file proof of such service.

SO ORDERED.

Dated: July 17, 2020  
New York, New York

  
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JESSE M. FURMAN  
United States District Judge